

EXHIBIT 1
TO OBJECTION OF HAMILTON CHASE

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Counsel for Hamilton Chase-Santa Maria LLC

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

IN RE:)	Chapter 11
)	
CIRCUIT CITY STORES, et al.)	Case No. 08-35653-KRH
)	Jointly Administered
Debtor)	

DECLARATION OF JUSTIN DEAN

I, JUSTIN DEAN, declare as follows:

1. I am a principal of Hamilton Chase, Inc., the sole and managing member of Hamilton Chase-Santa Maria, LLC ("Hamilton Chase"). I make this declaration in support of Hamilton Chase's objection to the "Cure Amount" for the Lease for store number 1629. I have personal knowledge of the matters set forth herein and, if called as a witness, I could and would testify competently to those matters.

2. Hamilton Chase, as successor-in-interest, is the lessor of the Circuit City store identified by Circuit City as store number 1629, located at 1535 S. Bradley Rd., Santa Maria,

California, pursuant to that certain lease dated November 7, 1995, between Circuit City Stores, Inc. and Wolverine Equities Company 95B L.P. (the "Lease"), a true and correct copy of which is attached hereto as Exhibit A. Circuit City Stores, Inc. assigned its interest in the Lease to Circuit City Stores West Coast, Inc. on November 7, 1995, a copy of which is included in Exhibit A hereto. Hamilton Chase acquired its interest in the Lease on November 21, 2007.

3. Under Lease Section 4(a), the Debtors are obligated to pay monthly "Basic Rent" on the last day of the month for the preceding month. Currently, Basic Rent is \$27,625 per month. In addition to Basic Rent, Lease Sections 4(c) and 5(a) require the Debtors to pay as "Additional Rent" all other amounts or discharge all other obligations assumed or agreed to by the Debtors under the Lease. Additional Rent includes operating expenses, "Taxes," and insurance costs. Under Lease Section 7(a), the Debtors are obligated to pay and discharge "before interest or penalties are due thereon," all "Taxes," which includes real property taxes on the land where the leased premises are located. If the Debtors fail to pay Basic Rent or Additional Rent when due, Lease Sections 4(b) and (c) provide that interest accrues from the date the payment is due until payment is made at the "Default Rate," which is equal to 2% above the "Prime Rate" (as defined in the Lease). In addition, Lease Section 9 requires the Debtors to maintain and repair the leased premises and Lease Section 43 provides that the prevailing party in a dispute is entitled to payment of its reasonable and actual attorneys' fees and costs.

4. Hamilton Chase last received payment of Basic Rent under the Lease on September 30, 2008. Further, real property taxes for the period July 1, 2008 through June 30, 2009, in the amount of \$48,425.04, were assessed by the County of Santa Barbara. A true and correct copy of the assessment is attached hereto as Exhibit B. To date, the Debtors have not indicated that they will pay the first of two equal installments of \$24,212.04 for real property taxes. A 10% penalty will be assessed if the first installment of \$24,212.04 is not paid or postmarked by the Debtors by December 10, 2008.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 7th day of December, 2008, within the United States.



JUSTIN DEAN